This Addendum is made part of the Offer to Purchase dated ______

, Wisconsin. If different, the mailing

ADDENDUM A TO OFFER TO PURCHASE

____ made by ____ (Buyer) with respect to the Property at _

4	address is:, Wisconsin. (collectively Property)
	INCLUSION OF OPTIONAL PROVISIONS The provisions preceded by an open box () are part of this addendum if marked such as with an "x". They are not
6	part if marked "n/a" or left blank.
7	SELLER'S CONTRIBUTION: Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ ("0" if left blank) to
8	assist Buyer in purchasing the Property. Any funds not applied as a loan cost credit and/or pre-payable shall be credited back to Seller at closing. This is exclusive of
9	any loan fees indicated on the Offer.
10	HOME WARRANTY PROGRAM: A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year provided
	that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ The cost of the warranty will be paid by the
	(Seller) (Buyer) STRIKE ONE ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling) STRIKE ONE firm ("listing" if
	neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.
14	NOTE: Buyer has been informed of the availability of a limited home warranty plan.
15	ASSOCIATION FEE: Buyer acknowledges the association fee of \$("\$0" if left blank) per
16	INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided in
	writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test shall
	be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a firm in the
19	transaction, the Parties agree to hold the firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the firms'
20	negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should
	carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the individual
	preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.
	CAUTION: The firm and its agents (hereinafter firm) recommends Buyer have the Property tested and inspected for all conditions that Buyer considers
	material to the transaction.
25	TESTING CONTINGENCY: This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the
	results of the following test(s) conducted pursuant to applicable government or industry protocols and standards:
27	(insert tests to
	be performed, e.g. asbestos, mold, or other substances or conditions which may affect the health of occupants or the value or structure of the Property) within
	days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) STRIKE ONE expense ("Buyer's" if neither is stricken). Testing shall be performed by a
30	qualified independent third party. Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 65-75.
31	WELL WATER TESTING CONTINGENCY: If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than
32	
	independent qualified lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water
	systems for safe human consumption relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and
	(NOTE: if desired insert other substances that may affect the
35	drinking water safety such as: lead, pesticides, nitrite, copper, radium, etc.) (Buyer) (Seller) STRIKE ONE ("Seller" if neither is stricken) shall be responsible for
	obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All water samples used for testing shall be
	taken by a licensed plumber or other qualified independent third party. Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. See
39	Right to Cure lines 65- 75. (See DNR Web site: http://dnr.wi.gov/topic/DrinkingWater/).
10	WELL SYSTEM INSPECTION CONTINGENCY: If the Property is served by an active well(s) other than a community well (see lines 51-54 regarding shared
	well agreements; see lines 47-50 regarding abandoned well(s)) this Offer is contingent upon Buyer receiving no later than days ("15" if left blank) prior to
	closing a written report(s) dated no earlier than 60 days prior to the date set for closing from a licensed pump installer or a licensed well driller competent to inspect
	well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not disapproved for current
	use. (Buyer) (Seller) STRIKE ONE ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not)
	STRIKE ONE ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 65-75.
16	If the well is inspected, the Well Water Testing Contingency is automatically selected and included in this Offer.
17	ABANDONED WELLS If Seller has notice or knowledge of an abandoned well(s) on the Property, or any other well(s) required to be closed per applicable law, or
	Seller is made aware of such a well(s) prior to closing, Seller shall, prior to closing, close the well(s) at Seller's expense and provide Buyer with documentation of
	closure in compliance with applicable codes or provide Buyer with documentation evidencing the well(s) was previously closed in compliance with the applicable
	codes in effect at the time of closure.
	SHARED WELL AGREEMENT If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a
	copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later than
	fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the Agreement. If
54	the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.
55	PRIVATE SANITARY SYSTEM [PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)] INSPECTION CONTINGENCY: If the Property is
	served by a private sanitary system this Offer is contingent upon Buyer receiving no later than days prior to closing ("15" if left blank) a written report
	dated no earlier than days prior to the date set for closing ("60" if left blank) from a county code administrator, licensed master plumber, licensed master
	plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils tester, which
	indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller) STRIKE ONE
50	("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be pumped at time of

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61 inspection at Seller's expense regardless of the strike on line 59. Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure. See 62 Right to Cure lines 65-75.

63 CAUTION: Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and county 64 agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.

RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 25, 31, 40 & 55 Each contingency selected above [testing, well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects or 3) the deadline for delivery of said report(s), and Seller was to provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to terminate. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects and written inspection report(s) and: (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in writing.

56 SANITARY DISTRICT SEWER CONSTRUCTION Buyer is informed that the Property may be located within an established sanitary district. Buyer may be subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of the sanitary district to inquire about such costs.

9 FINANCING ISSUES

- 80 Financing Commitment Contingency Additional Terms: The Financing Commitment Contingency in the Offer includes the following terms:
- 81 A. Within seven (7) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing. Seller may, no earlier 82 than seven (7) days after acceptance, deliver a written request for written confirmation of application. Buyer shall deliver written confirmation of application no later 83 than five (5) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.
- 84 **B.** Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the stated monthly payment.
- 87 **C.** A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of 88 Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.
- 89 **D.** Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to 90 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.
- 97 **FHA, VA OR USDA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA, VA or USDA loan, the Parties agree to execute an FHA, VA or USDA 98 amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price. Seller also agrees to pay 99 lender at time of closing, a tax service fee not to exceed \$100.00.
- 100 VA MORTGAGE: (Buyer) (Seller) STRIKE ONE ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed _____% ("0%" if left blank) 101 of the mortgage amount.
- 102 NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.
- VA MORTGAGE WOOD DESTROYING INSECT INSPECTION If this Offer is contingent upon Buyer obtaining a VA loan, and the Property is in a county where an inspection for wood destroying insects is required, the (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for obtaining a report by a VA-approved operator using VA-approved collection method at the (Buyer) (Seller) STRIKE ONE expense ("Seller's" if neither is stricken). Buyer may terminate this Offer by delivering written notice within ______days ("7" if left blank) after receiving the report revealing damage. Should Buyer fail to notify Seller by the deadline stated on line 106, Buyer waives the right to terminate this Offer. (See https://www.benefits.va.gov/HOMELOANS/appraiser_cv_local_req.asp.)
- AREA CONDITIONS Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future residential, ros recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may be affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been reported in the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed Seller's and firms' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area conditions.
- PROPERTY CONDITIONS
 Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels of radium may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material property conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed. Past flooding, water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold levels. Buyer material to the Property and upon the statements, acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements,

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125 disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further 126 acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction 127 other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any 128 statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by reference, or otherwise 129 provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any of Seller's or 130 other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in this Offer.

131 **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or 132 above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank, related 133 components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written confirmation shall 134 include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) 135 registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and 136 to comply with applicable DATCP and Wisconsin Administrative Code requirements (For more visit datcp.wi.gov/consumer). **NOTE: Removal of most residential** 137 **basement fuel oil tanks is not required under state law.**

20NING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS, NON-CONFORMING PROPERTY AND BUILDING PERMITS Municipal zoning and building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection. Firms and agents are neither required to investigate independently whether the required building permits have been obtained, zoning and building restrictions, comprehensive plans and non-conforming property status nor to determine any financial consequence to Buyer for lack of required building permits or any zoning, building restrictions, comprehensive plans or non-conforming property status. If this Property is damaged or destroyed, the governing community may, in some cases, restrict or prohibit the reconstruction without a zoning or use variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions, possible comprehensive plans, and building permits, if these issues are material to Buyer's decision to purchase. Further, Buyer is informed that some municipalities may have inaccurate and inconsistent documentation which may include, but is not limited to, pre-1976 properties in the City of West Allis. Buyer assumes all responsibility and liability to research, verify and confirm any of this information.

151 **INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and additional promotional materials is obtained from a number of different sources and which has not been independently verified or confirmed by the various real setate firms and agents who have been and are involved in this transaction. If any particular measurement or data element is important or material to Buyer, Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement. Further, Buyer affirmatively represents and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase by Buyer, Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

157 **SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not been verified and firm recommends that Buyer investigate these items by obtaining a current survey.

FLOODPLAINS/WETLANDS Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

162 INSURANCE PROVISIONS

- <u>Building Materials/Insurability</u>: News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques, building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.
- 172 Electric Service: Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less than 173 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker service and 174 may require that any tube or aluminum wiring be replaced with wiring consistent with current code.
- Flood Insurance: Buyer is aware that Buyer's lender may require, or in the future will require Buyer to purchase flood insurance in connection with the purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the areas where properties are located. Those premiums are subject to change for reasons including but not limited to, law changes which may result in substantial amounts as compared with premiums previously charged for flood insurance for the Property. Buyer is encouraged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage and costs. Buyer acknowledges that premiums are likely to be required to purchase such insurance and said premiums may increase in the future. Buyer is aware that premiums previously paid for flood insurance on this Property may not be an accurate indication of premiums charged after purchase of this property.

RENTAL PROPERTY ORDINANCES The City of Milwaukee requires a registration form and fee of residential rental properties (with some exceptions) within 15 days of the conveyance. Buyer must file a registration form and pay a fee within 15 days of conveyance. Seller must file a seller notification form within 15 days of the conveyance. The City of West Allis requires a fee and current property owner registration when the tax mail-to address is different than the property address. Contact (414) 302-8400 for more information. Penalties exist for non-compliance.

186 **LEAD WATER SERVICE LINES ORDINANCE(S)** The City of Milwaukee requires the property owner to pay for the replacement of privately-owned portions of lead 187 water service lines whenever the following occurs: 1) a leak or failure has been discovered in the service line or 2) when the publicly owned segment of the service 188 line is replaced on a planned or emergency basis. The City offers special assessment financing if certain circumstances exist and properties with 1-4 dwellings may

Page 4 of 4, GMAR Add, A Property Address: 189 be eligible for a city cost-share. Contact the Milwaukee Water Works, www.milwaukee.gov/water or (414) 286-2830 and http://city.milwaukee.gov/WaterQuality/Lead-190 Awareness-and-Drinking-Water-Safety.htm#.WI97AxsrLct for more information. Other communities may have same or similar types of property owner obligations 191 relating to lead water service lines. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed known conditions and has investigated 192 or, consulted with local municipal officials, as needed. CITY LETTERS No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special 194 assessments and balances due for municipal utilities. CONFLICTING PROVISIONS Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the provisions 195 196 of this Addendum shall prevail. ADDENDUM PROVISIONS Buyer and Seller are advised this Addendum contains provisions that may not be appropriate in all transactions. No representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are encouraged to consult 199 with their own legal counsel regarding the provisions of the Offer and this Addendum. ADDENDA: The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum Topic." The text of the addendum will be found in the addendum which is made a part of this Offer. 201 Addendum Topic Label 202 LEAD BASED PAINT 203 **OCCUPANCY** RENTAL PROPERTY 205 206 ■ ADDITIONAL CONTINGENCY: This Offer is contingent upon ____ 207 208 209 on or before . In the event 210 211 212 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 210. Should Buyer fail to 213 notify Seller, Buyer shall be deemed to have waived this contingency. 214 CAUTION: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account. 215 The Parties acknowledge this requirement may result in an additional cost to be paid by Buyer, unless otherwise agreed to in writing. ADDITIONAL PROVISIONS 217 218 219 220 221 223 226 _ 227 229 230 232 234 To facilitate lender preparation of the Closing Disclosure: 235 Name of Firm for Buyer _____ Name of Firm for Seller 236 Company Address _____ Company Address _____ Firm License No. Firm License No. 238 Selling Agent's Name _____Listing Agent's Name _____ License No. License No. 239 Email address Email address 240 Telephone No. Telephone No. 241 READING AND UNDERSTANDING By initialing below, all parties acknowledge receipt of a copy of this addendum and that he or she has read all pages of this 243 addendum, the offer and any other documents incorporated into the offer.

Buyer Initials

244 (X)

245

Seller Initials

Seller Initials